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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Application of WorldCom, Inc. And)
MCI Communications Corporation for)
Transfer of Control of MCI Communications)
Corporation to WorldCom, Inc.)

CC Docket No. 97-211

To: The Commission

**COMMENTS OF THE
INDEPENDENT PAYPHONE SERVICE PROVIDERS
FOR CONSUMER CHOICE ("IPSPCC")
ON THE
JOINT REPLY OF WORLDCOM, INC. AND
MCI COMMUNICATIONS CORPORATION TO
PETITIONS TO DENY AND COMMENTS**

These comments are submitted on behalf of the Independent Payphone Service Providers for Consumer Choice ("IPSPCC"), a non-profit association formed in 1997 to advance and protect the rights of payphone location providers to choose their primary interexchange carriers to service their premises payphones and the right of independent payphone service providers ("IPSPs") to compete in the marketplace for payphone services after the entry of the Regional Bell Operating Companies ("RBOCs") as authorized by Section 276 of the Communications Act of 1934, as amended, 47 U.S.C. § 276 (1996) (the "Act"). The IPSPCC membership is composed of consumers (location providers), IPSPs and their agents.

INTRODUCTION

By Order in this Docket, released February 27, 1998, the Common Carrier Bureau found that "an additional pleading cycle is warranted to ensure that interested parties have a meaningful

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opportunity to comment on [the] significant amount of information presented . . . in the Joint Reply” of WorldCom, Inc. (“WorldCom”) and MCI Communications Corporation (“MCI”) (collectively, the “Applicants”), DA 98-0384 at ¶2. The IPSPCC’s comments are submitted in response to the Order’s request for additional comments and provide facts deemed relevant to specific information provided in the Joint Reply of the Applicants.

STATEMENT OF INTEREST

The Joint Reply addresses concerns raised by petitions to deny and comments filed on the applications submitted to the Commission in support of the proposed merger of WorldCom and MCI. The information and arguments of the Applicants contained in the Joint Reply, which the IPSPCC’s comments address, include the following:

- The assertion that the combined company after the merger will be in a better position to compete with incumbent local exchange monopolies than MCI or WorldCom could separately and that the merger of two competitors in the local exchange markets not served by dominant incumbent carriers raises no antitrust concerns. Jt. Rpl. §§ II. A. at 8 and II. B. at 13.
- The assertion that the merger will not reduce competition in the long distance market and that significant entry into the segment of the market will continue with or without the merger. Further, that the merger will not increase the likelihood of collusion. Jt. Rpl. §§ III. B. at 31, 33 and III. C. at 40.
- The assertion that the merger will not provide the merged entity with market power through operation of network access points for access to the Internet. Jt. Rpl. § V.B. at 86.
- The assertion that there is no legal or policy basis for linking the merger to BOC interLATA entry. Jt. Rpl. § VI. B. at 93.

STATEMENT OF FACTS AND ISSUES

MCI is currently under contract to Bell Atlantic Corporation ("Bell Atlantic") to serve as the exclusive provider of long distance services to Bell Atlantic payphones in the 13-state service area now served by Bell Atlantic after its merger with NYNEX.¹

At one point in 1997, WorldCom was under contract to Ameritech to serve as its exclusive provider of long distance services to Ameritech payphones in the five-state area served by Ameritech. Whether or not that relationship still exists, but through another entity, is unknown at this time.²

Bell Atlantic has, and continues to, claim rights, pursuant to Section 276 of the Act, to bar any location provider, IPSP or other entity from selecting a long distance service provider (primary interexchange carrier or PIC) to serve the payphones located in Bell Atlantic's in-region territory other than its contracting partner, MCI. In the case of Ameritech, despite the company's claim that that location providers' may select the long distance provider of their choosing, Ameritech's practices, as evidenced by location provider complaints, indicate that selections of carriers other WorldCom will not be respected.³

¹ The IPSPCC is currently seeking injunctive relief and damages against Bell Atlantic before the United States District Court for the District of Columbia Circuit in *Independent Payphone Service Providers for Consumer Choice, et al. v. Bell Atlantic Corporation, et al.*, Case No. 98CV-0127 ("DC Litigation"). The existence of the contract with MCI was disclosed in Bell Atlantic's Motion for Summary Judgment, Civil Action No. 1:98-CV-00127, at 11 (February 17, 1998).

² See Attachment 1, WorldCom correspondence reflecting its relationship with Ameritech; ILD Teleservices, Inc. correspondence to Larry Kay.

³ See Attachment 2, location provider correspondence complaining that Ameritech changed its long distance carrier to LDDS (WorldCom) without authorization.

Briefly stated, based on the assertion of rights under Section 276, as alleged in the Complaint filed in the DC Litigation, Bell Atlantic has engaged in and continues to engage in the following practices: (1) refusing to maintain the order processing system Bell Atlantic itself devised, a three-way conference call among the IPSP, location provider and Bell Atlantic; (2) switching the PIC of location providers, thus far on 90,000 payphones, without the knowledge or authorization of the location provider; (3) using a negative option marketing technique that purports to create a binding contract between Bell Atlantic and the location providers without regard for any existing contract the location provider has with an IPSP; (4) marketing its payphone service as a bundled package of services, including MCI long distance services, which the consumer has no right to refuse or reject and no right to change to another PIC once Bell Atlantic has switched the location provider's PIC to MCI; (5) representing to location providers that Bell Atlantic's actions are authorized and required by the Act; (6) refusing to accept any orders submitted by a location provider and IPSP that does not specify MCI as the PIC; (7) maintaining that Bell Atlantic is not subject to the slamming rules; and (8) treating IPSPs differently than Bell Atlantic's own payphone arm (Bell Atlantic Public Communications or "BAPC") by providing BAPC preferential or discriminatory treatment in favor of BAPC and adverse to IPSPs and their location provider customers. The discriminatory conduct complained of includes the actions described immediately above and, including, without limitation, such discriminatory conduct as: (1) circumventing the PIC change process by effecting a change of carrier without paying any PIC change fees when a location provider is switched to Bell Atlantic's MCI long distance payphone services or by failing to submit any verification of the location provider's authorization; (2) refusing IPSPs access to 90% of the in-region payphones to provide

payphone services; and (3) refusing to process any orders to change a location provider's PIC from MCI once Bell Atlantic has switched the payphone to MCI services.

The effects of these practices, in which MCI participates, is to place IPSPs at risk of irreparable injury through bankruptcy;⁴ to foreclose all location provider choice of their PIC to serve their payphones;⁵ to slam location providers to MCI services and then hold them captive without right to switch their PIC from MCI at anytime in the future;⁶ to eliminate any opportunity for any other competitor of MCI to ever provide long distance service to 80% to 90% of the payphones in Bell Atlantic's territories; and to eliminate the opportunity for any other payphone service providers to compete to provide payphone services in Bell Atlantic's 13 state territory.

The facts disclosed in the DC Litigation, and in correspondence on the similar activities of Ameritech, suggest that the assertions that Applicants will be in a better position to compete with incumbent local exchange monopolies after the merger are suspect, as is the corollary that there are no antitrust issues about which to be concerned.⁷ Jt. Rpl. §§ II. A. at 8 and II. B. at 13. The existence of current contractual relations, which have anticompetitive effect and which are subject to present allegations that Bell Atlantic is using its contract with MCI to eliminate or restrain trade

⁴ See O'Donnell Certification and Order of the United States District Court for the District of Columbia attached hereto as Attachments 3 and 4, respectively.

⁵ See Attachment 5, Murray Certification, ¶ 5; see also Attachment 6, Fenn Certification, ¶¶ 1-10.

⁶ See Attachment 7, Waldron Certification, ¶ 29; see also Attachment 8, Mosner Certification, ¶ 9.

⁷ Two of the counts in the complaint allege violations of Sections 1 and 2 of the Sherman Act.

and MCI's apparent acquiescence in Bell Atlantic's conduct, suggest that the very ability and willingness of the combined companies to compete is suspect, if not contradicted.

Similarly, the assertions that the merger will not reduce competition in the long distance market, that significant entry into the segment of the market will continue with or without the merger, and that the merger will not increase the likelihood of collusion, become equally suspect, if not also contradicted. Jt. Rpl. §§ III. B. at 31, 33 and III. C. at 40.

Two specific circumstances bear on the issue of collusion. First, as is attested to in the affidavit of a member of the IPSPCC, MCI participated in shifting commissions from the IPSP, which MCI had been serving as the PIC, to Bell Atlantic.⁸ Second, MCI was contacted directly prior to the filing of the DC Litigation and asked to intervene with Bell Atlantic to stop its practices.⁹ All that was received was a polite response stating that MCI does not condone any questionable tactics, and that the IPSPCC protest letter had been forwarded to Bell Atlantic for handling.¹⁰ The IPSPCC submits that these instances and others suggest that, whether intentional or not, the opportunity for collusive dealings between MCI and Bell Atlantic is a real potential if, indeed, not a fact.

The next assertion which warrants analysis is that the merger will not provide the merged entity with market power through operation of network access points for access to the Internet. Jt. Rpl. § V.B. at 86. Of course, payphone services as they exist today do not generally involve Internet communications or access. But the experience in the payphone market is illustrative of what is

⁸ See Attachment 9, Firkser Certification, ¶¶ 5-6.

⁹ See Attachment 10, Letter from Charles H. Helein to Mike Salsbury.

¹⁰ See Attachment 11, Letter from Mike Salsbury to Charles H. Helein.

likely to occur in the Internet access market when similar market forces are at play. When the Applicants participate in schemes which have the effect of denying access to network access points in the form of payphones, it is relevant evidence on the broader issue of the exercise of market power over any kind of network access points for anticompetitive purposes, including those related to the Internet. If network access points are foreclosed in a much smaller market, such as payphones, where the incentives for dominance are much smaller, the inescapable conclusion must be that in the exploding Internet market the incentives for manipulating access to network control points to effect dominance will be irresistible.

The final assertion that needs to be addressed, is that there is no legal or policy basis for linking the merger to BOC interLATA entry. *Jt. Rpl. § VI. B. at 93.* As argued by the Applicants, the IPSPCC supports the Applicants' position. Mergers of two titans in the competitive long distance market does not cure the bottleneck, anticompetitive conduct of monopoly local exchange service providers who have evidenced an unremitting purpose and intent to expand their market dominance in areas foreclosed by the Divestiture and now by the Act.

However, here the assertion of the Applicants must be turned around to be properly considered. By participating with Bell Atlantic, and at least for some time with Ameritech, in the efforts to co-opt the payphone market by closing down competitive access and consumer choice for long distance services to payphones, the Applicants have linked their merger plans and applications to BOC interLATA entry. Their participation as the chosen PIC, which can never be changed, advances Bell Atlantic's interLATA entry by bypassing the requirements of Section 271 altogether. Moreover, the effect on interLATA entry may be further heightened by a related discovery of even further participation by MCI in Bell Atlantic's interLATA interests.

Attached hereto, as Attachment 12, is a flier promoting MCI long distance services. Along with other fliers for other service offerings by a number of vendors, the flier was inserted in a Bell Atlantic direct mail solicitation package. The suggested inference is that Bell Atlantic and MCI have reached some form of joint marketing arrangements. Such a scenario raises further questions about the scope and nature of the relationships between Applicants and a local exchange carrier monopoly, Bell Atlantic. Do these existing relationships presage an intent to merge yet another time, creating a company with dominance in local, long distance, Internet and payphone services in a major market segment of the country?

STATUS OF DC LITIGATION

On March 3, 1998, the Court denied IPSPCC's request for a preliminary injunction on the basis that the Court had not been convinced of the likelihood of success on the merits. A copy of the Order is attached.¹¹ But the Order cannot reasonably be read as anything less than a recognition that the matters complained of, while perhaps not developed enough factually on the record and due to the esoteric nature of the industry and the newness of Section 276, raised "serious concerns that Bell Atlantic has not acted fairly." It is also obvious that the Court awaits submissions of factual data as the case proceeds: "the Court will await further factual development regarding, inter alia, the existence of enforceable contracts." And finally, we believe that the appellate court will agree that the trial Court simply got it wrong when it concluded that the FCC has not yet adopted rules to implement Section 276.

¹¹ *Supra*, Attachment 4.

CLOSING STATEMENT

As a concept, the IPSPCC takes no position on the merits of Applicants' pending applications to win approval to merge their entities. But in the context of the facts as presented herein, it is submitted that any grant of authority must not be made until the facts set forth hereinabove are investigated and a record made that will permit any grant to be properly conditioned on appropriate safeguards and the effective elimination of any arrangements and conduct which has, is and will produce anticompetitive behavior and a lessening of competition now and in the future.

Respectfully submitted,

The Independent Payphone Service Providers
For Consumer Choice

By: 

Charles H. Helein

Counsel for the Independent Payphone Service
Providers for Consumer Choice

Dated: March 13, 1998

ATTACHMENT 1



June 27, 1997

VIA FACSIMILE: 301-884-5533

National Operator Service
Attn: Larry Kay
Bethesda, MD 20817

Re: Important Notice Regarding LEC Payphones and Your Agent Account

Dear Mr. Kay:

Rules of the Federal Communications Commission adopted pursuant to Section 276 of the Federal Telecommunications Act of 1996 authorize Bell Companies to negotiate with Bell payphone location owners concerning the selection of the interLATA carrier. Bell Companies are not permitted to interfere with any legally binding agreement regarding interLATA presubscription (i.e., an agreement which binds both the site owner and interLATA carrier or agent for a specific term which is unexpired).

Ameritech Payphone Services ("APPS") is currently negotiating with location owners for Ameritech payphones. APPS has submitted orders to WorldCom for the ANIs below which are currently associated with your account.

Ameritech represents to WorldCom that it will not attempt to negotiate interLATA carrier selection with any location owner currently under contract with a WorldCom agent. This is your opportunity to review these ANIs and confirm that no binding agreement exists related to these ANIs. Unless WorldCom receives written notice and documentation within the next five (5) days, we will assume no agreement exists and these ANIs will be transferred from your account.

Please send notice and documentation to:

WorldCom, INC.
Operator Service Revenue Management
100 NE Loop 410 Ste 700
San Antonio, TX 78216

Fax: 210-524-5215

Sincerely yours,

WORLDCom, INC.

IL

old

ANIs: 618-344-9898

419-893-9155



September 25, 1997

VIA FACSIMILE: 301-544-5533

National Operator Service
Mr. Larry Kay
Bethesda, MD 20817

Re: Important Notice Regarding LEC Payphones and Your Agent Account

Dear Mr. Kay:

Rules of the Federal Communications Commission adopted pursuant to Section 276 of the Federal Telecommunications Act of 1996 authorize Bell Companies to negotiate with Bell payphone location owners concerning the selection of the interLATA carrier. Bell Companies are not permitted to interfere with any legally binding agreement regarding interLATA presubscription (i.e., an agreement which binds both the site owner and interLATA carrier or agent for a specific term which is unexpired).

Ameritech Payphone Services ("APPS") is currently negotiating with location owners for Ameritech payphones. APPS has submitted orders to ILD Teleservices for the ANIs below which are currently associated with your account.

Ameritech represents to ILD Teleservices that it will not attempt to negotiate interLATA carrier selection with any location owner currently under contract with a ILD Teleservices agent. This is your opportunity to review these ANIs and confirm that no binding agreement exists related to these ANIs. Unless ILD Teleservices receives written notice and documentation within the next ten (10) days, we will assume no agreement exists and these ANIs will be transferred from your account.

Please send notice and documentation to:

ILD Teleservices, Inc.
Liz Bailey
100 NE Loop 410 Ste 400
San Antonio, TX 78216

Fax: 210-524-5292

Sincerely yours,

ILD Teleservices, Inc.

ANIs: 218-851-8888 Not
218-885-8786 OL
773-283-8473 OL
? 820-432-8845

217-423-9381 JH
414-347-9983 RJAC
815-854-9937 JH

219-838-8887 RS
419-883-9185 JH
847-593-9146 OL
219-838-8801 RS
818-344-8886 Not
847-593-9150 OL

ATTACHMENT 2



December 3, 1997

To whom it may concern:

In August 1997 I received a phone call from an Ameritech representative informing me that the long distance carrier on the 5 public payphones (847-566-9608, 847-566-9622, 847-566-9847, 847-566-9889, 847-949-9510) located at Ivanhoe Country Club, Ivanhoe, IL, will be changed to an Ameritech preferred carrier. The Ameritech representative told me that if I did not take the Ameritech carrier the country club could be charged up to \$50.00 per phone each month. I told the Ameritech representative we were satisfied with our present carrier and did NOT want to change. The payphones had been with National Operator Services (NOS) and their affiliate carrier Opticom. NOS pays our monthly commissions. Ameritech changed the long distance carrier on the payphones to a company called LDDS. I did not request or authorize this change and did not select LDDS. Please switch our payphones back to Opticom ASAP.

Sincerely,

Cindy Adams
Accounting
Ivanhoe Country Club
847.949.1300

Cc: National Operator Services Inc., Bethesda, MD
Opticom, Carmel, IN
Federal Communications Commission, Washington, DC

ATTACHMENT 3

Certification of Scott O'Donnell

I, Scott O'Donnell, do hereby state and affirm as follows:

1. I have prepared this certification in support of a Complaint being filed against Bell Atlantic and its subsidiaries and divisions, with the United States District Court for the District of Columbia, Civ. No. 98-1027 (TFH), which alleges violations of the antitrust laws, the Communications Act and the laws governing commercial relationships and torts.
2. I am the Vice President of Euronet Communications, Corporation, Morganville, New Jersey ("Euronet"), a company which markets competitive payphone services to end users, that is the owners or managers of businesses or institutions who desire to have payphone service on their premises, referred to in the industry at times as location providers.
3. For purposes of this certification, location providers will be referred to as "end users".
4. Euronet is also a member of the non-profit trade association, the Independent Payphone Service Providers for Consumer Choice or the "IPSPCC", a plaintiff in the above referenced action.
5. Euronet markets to end users through its own direct sales force and through independent agents.
6. This certification supplements my certification in the TRO Papers and Exhibits, filed with this Court on January 16, 1998.
7. In October of 1997, Bell Atlantic sent its payphone data base to MCI to load in MCI's system in preparation for mass move of phones to MCI's CIC code.
8. Euronet Communications has lost 90% of its customer base as a result of Bell Atlantic's Campaign to switch Euronet customers' payphone carrier service to MCI.
9. Beginning in October 1997, Bell Atlantic systematically moved payphones from Euronet's CIC code (967) to MCI.

10. In late December 1997, in order to preserve its customer base, Euronet began moving phones to carrier ICGT-s CIC Code (513). Nevertheless, Bell Atlantic continued to move Euronet customers to MCI.

11. On January 8th, 1998, Euronet asked its customers, Shore-Stop Corp., to move long distance service from CIC 967 to the ICG CIC 513. Bell Atlantic has informed Shore-Stop that it would be left without service if they continued to use CIC 967.

12. On January 26th, Shore-Stop payphones experienced a "fast busy" signal when attempting to reach an operator, indicating that the phones no longer had long distance service.

13. A Bell Atlantic representative informed Euronet that Bell Atlantic had issued a standing order to refuse to accept any orders from Euronet Communications. Subsequently, any phone Euronet has attempted to move to the 513 CIC code received a "fast busy" signal.

14. As of February 11, 1998 most of the Shore-Stop payphones in the state of Delaware still receive a "fast busy" signal when an operator is requested. There has been no long distance service on these phones for over six weeks.

15. In early December 1997, Bell Atlantic moved a Euronet end user, the City of Warwick, Rhode Island, to MCI without the City's authorization. In an attempt to maintain the City's choice of long distance provider, Euronet had the City's service moved to the ICG 513 CIC code. On December 17, 1997, Mr. Ted Coppage of the City wrote a letter to Bell Atlantic instructing Bell Atlantic not to change the City's service again without his authorization.

16. On February 11, 1998, Mr. Coppage received a letter from Bell Atlantic informing him his long distance carrier (incorrectly identified as Polar Communications by Bell Atlantic) had gone out of business and that the City's payphones service was once again moved to MCI, without the City's authorization. Mr. Coppage indicated that at least half of the City's phones had been switched to MCI without authorization.

17. Many of Euronet's smaller customers have indicated that they do not wish to go through the difficulty of trying to move their payphone service back to Euronet. Bell Atlantic has discouraged these customers from switching back by suggesting that these customers are no longer authorized to make changes on their payphone service.

18. On several occasions, Euronet has offered to provide contracts to Bell Atlantic to show which phones Euronet has under contract. Bell Atlantic never accepted this offer before switching any Euronet end user phones.

19. Attached hereto, as Appendix II, are end user contracts evidencing Euronet customers whose service was switched by Bell Atlantic without authorization.

20. Attached hereto, as Appendix III, are documents listing or otherwise indicating 16,681 presently known payphone locations/end user customers of Euronet which have been switched from Euronet's service without authorization and in violation of the contractual relationships that exist between Euronet and its end user customers.

21. Euronet has experienced customer remorse and/or unwillingness to move their respective service back to Euronet on the basis of end users' perceived intimidation by Bell Atlantic.

Further, affiant sayeth not.

Under the penalties of perjury, I state and affirm that the foregoing is true to the best of my knowledge, information and belief.



Scott O'Donnell
Vice President
Euronet Communications

February 16, 1998

ATTACHMENT 4

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

FILED

MAR 4 - 1998

**Clerk, U.S. District Court
District of Columbia**

**THE INDEPENDENT PAYPHONE
SERVICE PROVIDERS FOR
CONSUMER CHOICE, et al.,**

Plaintiffs.

y.

BELL ATLANTIC CORP, et al.,

Defendants.

) Civ. No. 98-0127 (TFH)

ORDER

Pending before the Court is Plaintiffs' Motion for a Preliminary Injunction. After hearing argument and carefully considering the briefs and exhibits submitted by the parties, the Court will deny this motion. While, as a result of Defendants' actions, Plaintiffs may have suffered irreparable injury in that they are threatened with bankruptcy, they have not demonstrated a substantial likelihood of success on the merits. See WMATA v. Holiday Tours, 559 F.2d 841 (D.C. Cir. 1977). At this time, it is not clear to the Court that the current factual situation was not contemplated by the Telecommunications Act of 1996. See 47 U.S.C. § 276. Furthermore, the FCC has not yet issued rules on the proper manner in which to implement this statute. While the Court has serious concerns regarding whether Bell Atlantic acted fairly, the Court will await further factual development regarding, inter alia, the existence of enforceable contracts.

March 3rd, 1998

Lucas F. Hoyer

Thomas F. Hogan
United States District Judge

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ATTACHMENT 5

CERTIFICATION OF MICHAEL MURRAY

Michael Murray, of full age, hereby certifies and says:

1. I am the Director of Operations for the New England School of Acupuncture located in Watertown, Massachusetts. I make this certification in support of an application to stop Bell Atlantic from switching long distance operator service without the owners' permission and to require Bell Atlantic to restore my long distance operator services carrier of choice.


2. The school is located in a metropolitan area of Massachusetts. Since I have worked at the school there has always been two public payphones on the premises servicing the local customers and students. At a later date a third phone was also added. I currently pay about \$20.00 per month per phone to Bell Atlantic to keep each payphone.

3. In January 1998 I received a letter from STC which is the company I selected to provide a long distance operator services carrier for the payphones. I have been an STC customer for nearly one year. In the letter, STC told me how to dial the operator at the pay phone to find out if a carrier switch had been made without my permission.

4. When I tested the phone, I confirmed that my carrier had been changed to MCI. I immediately called Bell Atlantic to find out why a carrier change was made. Bell Atlantic confirmed that my long distance operator services carrier had been changed to MCI and told me that under the new 1996 telecom law it was up to Bell Atlantic to pick the carrier not me.

5. I was surprised that Bell Atlantic would change my carrier and not give me any notice even though they claim that they did. I told Bell Atlantic that I wanted to be switched back to my carrier of choice. Bell Atlantic refused to switch my carrier back and said that I no longer had a choice.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Michael Murray

DATED: February 9, 1998

ATTACHMENT 6

**Certification
of
George Fenn
Finance Officer
Borough of Lodi**

I, George Fenn, do hereby state and affirm as follows:

1. Today is Friday, February 13, 1998. Eight days ago, February 5, 1998, I placed an order via a three-way call to your office to place Opticom (CIC 880) on all public payphones for the Borough of Lodi.
2. The same day, upon your confirmation call to me, you informed me "another Bell representative" would call me on Tuesday, February 10, 1998. No call was received in our office on Tuesday but instead on Thursday, February 12, 1998. Our office was closed due to the holiday.
3. On Friday, February 13, 1998 upon returning your call, I was told this Bell representative, namely Tracey Braswell, would not be in until Tuesday, February 17, 1998.
4. Nearly two weeks has passed since my order was given to you. I find this annoying and unprofessional on Bell Atlantic's part to delay my request.
5. Our records indicate that, in 1994, our payphones were also switched with no authorization from the Borough of Lodi. We had to demand that Bell Atlantic place them back on our choice of carrier. It was Ms. Braswell at that time who refused our order. We had to speak with Ellis Rogers, Supervisor in Bell Atlantic's coin office, to fulfill our request.
6. I, and Joseph Dominic, Municipal Manager, do not have the time to repeat this process and do not appreciate the delay of our order in 1994 nor at present.
7. We demand that all of the Borough of Lodi's public payphones be placed immediately with Opticom (CIC 880) as I already requested on February 5, 1998.